

Table of Contents

Introduction and Background	3
Scope of Sponsorship	3
Sponsorship Rights	3
Events and Campaigns	4
Sponsor Obligations and Deliverables	4
Financial Commitment	4
Marketing and Promotion	4
On-Site Participation	4
Speaker Presentation	5
Payment Terms and Schedule	5
Payment Schedule	5
Payment Methods and Late Payment	5
Intellectual Property Rights	5
Ownership	6
Usage Rights	6
Restrictions	6
Confidentiality	6
Scope of Confidential Information	6
Duration of Confidentiality	7
Liability and Indemnification	7
General Liability	7
Indemnification	7
Limitations	7
Term and Termination	8
Term	8
Termination	8
Dispute Resolution	8
Mediation	8
Arbitration	8
Governing Law and Jurisdiction	9
Marketing and Promotion	9
Branding Guidelines	9
Co-Marketing Efforts	9



Reporting and Performance Metrics 9

 Key Performance Indicators (KPIs) 10

Miscellaneous Provisions 10

 Notices 10

 Entire Agreement 10

 Assignment 10

 Force Majeure 10

 Governing Law 11

Signatures and Execution 11

 Execution 11



Introduction and Background

This Sponsorship Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal Demo"), and Acme, Inc, also a company organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

DocuPal Demo is organizing an annual developer conference. ACME-1 desires to sponsor the conference to support DocuPal Demo and enhance its brand visibility among developers. This Agreement sets forth the terms and conditions under which ACME-1 will provide sponsorship for the conference. It details each party's rights, duties, and obligations. The agreement ensures a mutual understanding of the sponsorship arrangement.

Scope of Sponsorship

This Sponsorship Agreement defines the scope of the sponsorship granted by DocuPal Demo, LLC ("Producer") to Acme, Inc ("Sponsor") for the Annual Developer Conference. The conference will take place from October 26-28, 2024. The sponsorship period begins on August 1, 2024, and concludes on November 30, 2024.

Sponsorship Rights

ACME-1 will receive the following rights as part of this sponsorship:

- **Logo Placement:** ACME-1's logo will be prominently displayed on conference materials. This includes the conference website, banners, signage, and promotional materials.
- **Speaking Slots:** ACME-1 will be allocated speaking slots during the conference. The specific number and duration of slots will be as agreed upon.
- **Booth Space:** ACME-1 will be provided with booth space in the exhibitor area. The size and location of the booth will be determined.
- **Attendee List:** ACME-1 will receive access to the conference attendee list. This list will include contact information for attendees who have consented to share their data.



Events and Campaigns

The sponsorship applies specifically to DocuPal Demo, LLC's Annual Developer Conference, scheduled for October 26-28, 2024. It encompasses all activities and campaigns associated with the promotion and execution of this event during the sponsorship period.

Sponsor Obligations and Deliverables

ACME-1 agrees to fulfill the following obligations to receive the benefits outlined in this Sponsorship Agreement. These obligations are essential for the successful execution of the DocuPal Demo, LLC annual developer conference.

Financial Commitment

ACME-1 will pay the agreed-upon sponsorship fee as detailed in Exhibit A of this agreement. Payments must adhere to the schedule outlined therein.

Marketing and Promotion

ACME-1 will provide DocuPal Demo, LLC with marketing materials for use in promoting the conference. These materials may include, but are not limited to, company logos, product descriptions, and promotional content. ACME-1 must submit all marketing materials to DocuPal Demo, LLC by September 1, 2024. All content must be professional, non-offensive, and relevant to the developer community. DocuPal Demo, LLC reserves the right to refuse any material that does not meet these standards.

On-Site Participation

ACME-1 will participate in the conference by setting up and staffing a booth in the exhibitor area. ACME-1 is responsible for all costs associated with booth setup and operation. The booth must be fully set up by October 25, 2024. ACME-1's representatives at the booth must be knowledgeable about ACME-1's products and services and able to answer questions from conference attendees.



Speaker Presentation

If applicable, ACME-1 will provide speaker presentation slides to DocuPal Demo, LLC by October 1, 2024, for any planned speaking engagement. The content must be relevant to the conference theme and target audience.

Payment Terms and Schedule

The total sponsorship fee due from ACME-1 to DocuPal Demo, LLC is \$50,000 USD. Payment will be made according to the following schedule:

Payment Schedule

- **Initial Payment:** \$25,000 USD (50% of the total fee) due upon signing this Agreement.
- **Final Payment:** \$25,000 USD (50% of the total fee) due within thirty (30) days after the conclusion of the developer conference.

Payment Methods and Late Payment

Payments shall be made via wire transfer or check, as agreed upon by both parties. Specific payment instructions, including bank details, will be provided by DocuPal Demo, LLC upon execution of this Agreement.

In the event that ACME-1 fails to make any payment when due, a late fee of five percent (5%) per month will be assessed on the outstanding balance. This late fee will accrue from the original due date until the payment is made in full.

Intellectual Property Rights

Ownership

DocuPal Demo, LLC retains all ownership rights to the intellectual property associated with the developer conference. This includes, but is not limited to, conference materials, presentations, and recordings. ACME-1 retains all ownership rights to its own marketing materials provided for the sponsorship.



Usage Rights

DocuPal Demo, LLC is granted the right to use ACME-1's logo and trademarks for promotional purposes related to the conference. This includes displaying the logo on the conference website, marketing materials, and during the event itself. ACME-1 is granted the right to use conference footage and recordings in its own marketing materials. This usage is limited to promoting ACME-1's involvement in the conference and related products or services.

Restrictions

ACME-1 agrees not to alter or modify any of DocuPal Demo, LLC's conference materials without prior written consent. DocuPal Demo, LLC agrees to adhere to ACME-1's brand guidelines when using ACME-1's logo and trademarks. Any other use of either party's intellectual property requires explicit written permission from the respective owner.

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep certain information confidential. This includes financial terms of this agreement. It also covers any attendee data shared during the sponsorship. Finally, any proprietary business information disclosed by either party is confidential.

Scope of Confidential Information

Confidential information includes, but is not limited to:

- Financial details of this Sponsorship Agreement.
- Attendee lists, contact information, and related data.
- Proprietary business strategies, data, and intellectual property.

Duration of Confidentiality

The obligations of confidentiality outlined in this section will continue for a period of three (3) years following the termination of this Sponsorship Agreement.



Liability and Indemnification

General Liability

Each party will be responsible for its own acts and omissions. Neither DocuPal Demo, LLC nor ACME-1 assumes responsibility for the other's conduct. This agreement does not create a partnership or joint venture. Each party operates independently.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to ACME-1's breach of this Agreement, or ACME-1's negligence or willful misconduct.

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to DocuPal Demo, LLC's breach of this Agreement, or DocuPal Demo, LLC's negligence or willful misconduct.

Limitations

Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement. This includes, but is not limited to, loss of profits, loss of business, or loss of goodwill, regardless of whether such damages were foreseeable. The total liability of either party to the other under this Agreement will not exceed the total sponsorship fees paid by ACME-1 to DocuPal Demo, LLC. This limitation applies to all causes of action, whether based on contract, tort, or any other legal theory. The intent of this provision is to allocate risk and limit potential financial exposure between the parties. It ensures that neither party is exposed to disproportionate liability for unforeseen or indirect damages. This limitation does not apply to claims arising from gross negligence or willful misconduct.



Term and Termination

Term

This Sponsorship Agreement will begin on August 1, 2024. It will continue until November 30, 2024.

Termination

Either party may terminate this Agreement with 30 days written notice. Notice must be provided to the other party. Termination is allowed if there is a breach of contract. Termination is also allowed if either party becomes insolvent. Failure to perform the obligations outlined in this Agreement also allows for termination.

Dispute Resolution

Mediation

If a dispute arises related to this Sponsorship Agreement, both DocuPal Demo, LLC and ACME-1 agree to first try to resolve it through mediation. Both parties will select a mutually acceptable mediator. The mediation will take place in Los Angeles, California, unless both parties agree to a different location.

Arbitration

If mediation does not resolve the dispute within sixty (60) days, the parties agree to settle the dispute by binding arbitration. This arbitration will follow the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration in Los Angeles, California. The arbitrator's decision will be final and legally binding. A court of competent jurisdiction can enter judgement upon it.

Governing Law and Jurisdiction

The laws of the State of California govern this Sponsorship Agreement. The courts in Los Angeles County, California, will have jurisdiction over any legal action related to this Agreement.



Marketing and Promotion

DocuPal Demo, LLC will promote ACME-1's sponsorship through various marketing channels. These include social media campaigns across platforms like LinkedIn, X, and Facebook. Email marketing efforts will target our subscriber list. Website promotion will feature ACME-1 prominently on the conference website.

Branding Guidelines

All marketing materials will adhere to ACME-1's branding guidelines. This includes the correct use of ACME-1's official logo. It also includes the proper use of ACME-1's brand colors. DocuPal Demo, LLC will seek approval from its marketing team on all marketing materials. This ensures compliance with ACME-1's branding requirements.

Co-Marketing Efforts

DocuPal Demo, LLC and ACME-1 will collaborate on co-marketing efforts. These efforts will maximize the reach and impact of the sponsorship. Specific co-marketing activities may include joint press releases. They may also include cross-promotion on social media. Additional activities will be determined and agreed upon by both parties.

Reporting and Performance Metrics

DocuPal Demo, LLC will provide ACME-1 with a post-conference report. This report will include details about the conference attendees. It will also cover engagement metrics. Lead generation data will be included in the report as well.

Key Performance Indicators (KPIs)

We will track several KPIs to measure the success of the sponsorship. These include:

- Attendee engagement
- Lead generation
- Brand impressions



The above chart shows the expected versus actual performance for engagement, leads, and impressions.

Miscellaneous Provisions

Notices

All notices regarding this Sponsorship Agreement must be in writing. Notices are effective upon receipt. Parties must send notices by certified mail or email. The addresses for notices are those listed in the introductory section of this agreement.

Entire Agreement

This Sponsorship Agreement contains the entire agreement of DocuPal Demo, LLC and ACME-1. It supersedes any prior agreements or understandings. This agreement may only be amended by a written document signed by both parties.

Assignment

Neither party may assign its rights or obligations under this Sponsorship Agreement without the other party's prior written consent. Such consent will not be unreasonably withheld.

Force Majeure

Neither party is liable for any failure to perform its obligations where such failure results from any cause beyond that party's reasonable control. This includes, but is not limited to, acts of God, war, and government regulation.

Governing Law

The laws of the State of California govern this Sponsorship Agreement. Any disputes arising under this agreement will be resolved in the courts of California.



Signatures and Execution

This Sponsorship Agreement becomes effective as of the date of the last signature below.

Execution

DocuPal Demo, LLC

By: _____

Name:

Title:

Date: _____

Acme, Inc

By: _____

Name:

Title:

Date: _____

Each party has executed this Agreement through its duly authorized representative as of the dates set forth below. By signing, both DocuPal Demo, LLC and Acme, Inc acknowledge they have read, understood, and agree to be bound by the terms and conditions outlined in this Sponsorship Agreement.

